

Battle Creek-Ida Grove CSD    Battle Creek-Ida Grove EA    7/1/2006 6/30/2007

**AN**  
**AGREEMENT**

**between the**

**Battle Creek-Ida Grove  
Education Association**

**and the**

**Battle Creek-Ida Grove  
Community School District**

**2006-07**

## **Table of Contents**

<b>Preamble</b>	<b>1</b>
<b>Recognition</b>	<b>2</b>
<b>Procedure for Negotiations</b>	<b>3</b>
<b>Impasse Procedures</b>	<b>4</b>
<b>Grievance Procedures</b>	<b>4</b>
<b>Management Rights</b>	<b>8</b>
<b>Employee Rights</b>	<b>8</b>
<b>Association Rights</b>	<b>9</b>
<b>Dues Deduction</b>	<b>10</b>
<b>Other Payroll Deductions</b>	<b>10</b>
<b>Employee Evaluation</b>	<b>10</b>
<b>Transfers</b>	<b>13</b>
<b>Sick Leave</b>	<b>14</b>
<b>Temporary Leaves of Absence</b>	<b>15</b>
<b>Extended Leaves of Absence</b>	<b>17</b>
<b>Employee Work Year</b>	<b>18</b>
<b>Employee Hours and Assignments</b>	<b>20</b>
<b>Reduction and Realignment</b>	<b>21</b>
<b>Health Provisions</b>	<b>22</b>
<b>Safety Provisions</b>	<b>23</b>
<b>Wages and Salaries</b>	<b>24</b>

<b>Supplemental Pay</b>	<b>25</b>
<b>Insurances</b>	<b>26</b>
<b>HF 499 Phase I and II</b>	<b>28</b>
<b>Compliance Clauses and Duration</b>	<b>29</b>
<b>Schedule C</b>	<b>32</b>
<b>Schedule D</b>	<b>33</b>
<b>Forms</b>	<b>36</b>

**This contract has been entered into by the Board of Education of the Battle Creek-Ida Grove Community School District and the Battle Creek-Ida Grove Education Association. This agreement shall cover the 2006-07 school year.**

**Battle Creek-Ida Grove Community School District**

**Lenee' Sinnott, President  
Tony Bennett, Vice-President  
Mark Burns  
Ann Homan  
Duane Hummelgard  
Ed Sohm  
Mark Bogue  
Russ Freeman, Superintendent**

**Members of the Negotiation Teams**

**BCIG Education Association**

**Dee Boger, Chief Negotiator  
Kurt Brown  
Susan Maass  
Patricia Winterrowd  
Staci Rohlk  
Bev Yeager**

**BCIG Board of Education**

**Russ Freeman, Chief Negotiator  
Duane Hummelgard  
Mark Burns  
Ed Sohm  
Kathy Leonard**

**ARTICLE 1**

**PREAMBLE**

**"The Board of Directors of the Battle Creek-Ida Grove Community School District, hereinafter referred to as the "Board," and the Battle Creek-Ida Grove Education Association, hereinafter referred to as the "Association," recognize that the aim of the public school is to provide a quality education program for children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel of the district, the parents of the students and the community at large.**

**Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:**

## **ARTICLE 2**

### **RECOGNITION**

#### **A. Unit**

**The Board hereby recognizes the Battle Creek-Ida Grove Education Association, an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the amended PERB certificating instrument (case 496) issued by the PERB on the 11th day of November, 1975, under contract by the Board of Education of the Ida Grove Community School District.**

**The unit described in the above certification is as follows:**

**All certified, professional employees holding the following positions:**

**Elementary Classroom Teachers (K-5)  
Middle School Classroom Teachers (6-8)  
High School Classroom Teachers (9-12)  
Librarians  
Guidance Counselors  
Special Education Teachers  
Coaches and Extra-curricular Sponsors**

**Excluded: Superintendent, principals and all those excluded by Section 4 of the act.**

#### **B. Definitions**

- 1. The term "Board" as used in this agreement, shall mean the Board of Education of the Battle Creek-Ida Grove Community School District or its duly authorized representatives.**
- 2. The term "Employee" as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the PERB.**
- 3. The term "Association" as used in this agreement, shall mean the Battle Creek-Ida Grove Education Association or its duly authorized representatives or agents.**

## **ARTICLE 3**

### **PROCEDURE FOR NEGOTIATIONS**

#### **A. Mutual Commitment to Good Faith Negotiations**

Good faith negotiation requires a free and open exchange of views by the parties involved in the negotiations. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.

#### **B. Requests for Meetings**

If negotiation occurs within the school day, it shall be at the sole discretion of the board at no loss of pay to members of the employee negotiation team.

#### **C. Negotiation Team**

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will have the necessary power and authority to make proposals, counter proposals and to reach tentative agreement on items being negotiated.

#### **D. Access to Information**

The Board agrees to furnish the Association any and all records that are open to the public.

#### **E. Automatic Continuation**

The parties hereby agree that all provisions of the current Agreement shall be incorporated into the succeeding Agreement, unless amended, modified, deleted or substituted as a result of formal negotiations.

#### **F. Dates**

All dates shall automatically be changed to reflect the new Master Contract.

#### **G. Typing and Printing Errors**

All errors in typing and printing shall be corrected and shall in no way change the intent of the agreed upon contract.

## **ARTICLE 4**

### **IMPASSE PROCEDURES**

The negotiation's teams agree to the impasse procedure set forth in the code (i.e., Sections 19, 20, 21 and 22).

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

##### **1. Grievance**

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

##### **2. Aggrieved Person**

An "aggrieved person" is the employee or employees of the Association making the complaint.

##### **3. Party in Interest**

A "party in interest" is the employee or employees making the complaint and any employee, including the Association, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

##### **4. Limitation of Recourse**

If the grievant files any claim or complaint in any form other than under the grievance procedure of this Master Contract Agreement, then the school district shall not be required to process the same claim or set of facts through this grievance procedure.

#### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure within the scope of existing law.



## **C. Procedure**

### **1. Time Limit**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Any grievance is barred if the informal grievance procedure is not started within fifteen (15) employee contract days after knowledge of the act or occurrence which is the subject of the grievance. In any event, any grievance is barred if the formal grievance proceeding is not started within thirty (30) employee contract days of the act or occurrence which is the subject of the grievance.

### **2. Year-End Grievance**

In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter. In the event the grievant or his designated representative does not appear for a hearing, the grievance shall be dismissed.

### **3. Level One - Principal or Immediate Supervisor (Informal)**

An employee with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

### **4. Level Two - Principal (Formal)**

If, as a result of the informal discussion with the principal or immediate supervisor at level one, a grievance still exists, the aggrieved employee may invoke the formal grievance procedure through the Association on the form set forth in Schedule A within fifteen (15) contract days. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal. If the grievance involves more than one school building or class or group of employees, it may be filed with the Superintendent or his designee.

**The appropriate principal shall indicate his disposition of the grievance in writing within fifteen (15) contract days of the presentation of the formal grievance and shall furnish a copy thereof to the aggrieved employee and the Association.**

**If the aggrieved employee or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the fifteen (15) contract day period, the grievance shall be transmitted to level three.**

#### **5. Level Three - Superintendent**

**The Superintendent or his designee shall meet with the aggrieved employee and the Association within five (5) contract days of receipt of the grievance. Within ten (10) contract days of the receipt of the grievance the Superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved employee and the Association.**

**If the aggrieved employee or the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within ten (10) contract days of receipt of said grievance the aggrieved employee or the Association may transmit the grievance to the Arbitrator by filing a written copy thereof with the secretary or other designee of the Arbitrator.**

#### **6. Level Four - Arbitration**

**(a) If the aggrieved employee or the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved employee and the Association shall meet within five (5) contract days of disposition of the grievance or to discuss the merits of submitting the grievance to arbitration.**

**(b) These procedures shall provide for the invoking of arbitration only with the approval of the employee organization, and in the case of an employee grievance, only with the approval of the public employee and may be submitted within fifteen (15) contract days.**

**(c) Within ten (10) contract days after written notice to the Superintendent of submission to arbitration, the superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of**

arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

(d) Arbitration sessions involving teaching staff members shall be conducted outside the teacher's working day.

Both parties agree that the award of the arbitrator shall be final and binding. Arbitration hearings shall be held as soon as reasonable. A written decision shall be made by the arbitrator. The maximum time limits for the written decision shall be set by the parties when the arbitrator is chosen.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **D. Rights of Employees to Representation**

##### **1. Employee**

Any public employee may meet and adjust individual complaints with the employer.

##### **2. Employee and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all formal levels as a party of interest and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

##### **3. Released Time**

If grievance proceedings shall be conducted during the school day, it shall be at the sole discretion of the appropriate supervisor at no loss

of pay to the aggrieved person, representative or others asked to be involved.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

It is expressly understood and agreed that all functions, rights, powers or authority granted to or inhering in the administration of the school district by law are retained by the Board. Provided that none of the clauses in this agreement in any way abrogate or diminish the above mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this agreement.

## **ARTICLE 7**

### **EMPLOYEE RIGHTS**

#### **A. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under Iowa School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

#### **B. Association Identification**

No teacher shall be prevented from wearing pins or displaying other identification of membership in the Association or its affiliates; provided said identification shall not be disruptive to the educational process of the school.

#### **C. Evaluation of Students**

The employee shall maintain the right and responsibility to determine grades and other evaluation of students within the grading policies of the Battle Creek-Ida Grove Community School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade, evaluation, or results of said evaluation shall be changed without conferring with the employee if possible. The final decision will rest with the administration and will be with the best interest of the student in mind and will be initialed by the administrator making said change.

## **ARTICLE 8**

### **ASSOCIATION RIGHTS**

#### **A. Use of Facilities**

The Association and its members shall be permitted to use school buildings and facilities at all reasonable times for meetings and any equipment, including typewriters, computers, printers, duplicating equipment, calculators, and all types of audio visual equipment when such equipment is not otherwise in use. The association shall pay for the reasonable cost of all materials and supplies and damage incidental to such use. The Superintendent or appropriate supervisor of the building shall be notified of the time and place of all meetings and clearance shall be made.

#### **B. Communications**

The Association shall be permitted to post notices of activities and matters of Association concern in areas designated for employees use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association may use the district inter-school mail and employee mailboxes for Association communications to employees.

#### **C. Agenda**

The Association president will be included as a recipient of a copy of the Board agenda as normally distributed.

#### **D. Information**

The Board agrees to furnish the Association any and all records that are open to the public.

#### **E. Board Meetings**

The Association shall be placed on the agenda when requested in the same manner as the public.

## **ARTICLE 9**

### **DUES DEDUCTION**

With the written consent of the employee, the Battle Creek-Ida Grove Community School District will deduct the regular monthly Association dues of its employees and remit said monies to an official designated by the Association to receive dues payment. The process and forms, for said deductions, shall be controlled and provided by the Association.

The Association shall hold the Battle Creek-Ida Grove Community School District harmless from any and all claims, costs, expenses and attorney fees arising out of or related to this dues deduction agreement. However, this agreement to hold harmless shall not preclude the Association from asserting a claim against the District for failing to comply with this dues deduction agreement.

## **ARTICLE 10**

### **OTHER PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for a tax-sheltered annuity and the employee's portion of the District's health insurance for self and dependents. This does not preclude any employee from making personal arrangements with the payroll agency for additional types of deductions on an individual basis so long as there is no additional cost to the District.

## **ARTICLE 11**

### **EMPLOYEE EVALUATION**

#### **A. Notification to Employee**

The superintendent or other designated representative responsible for evaluation shall acquaint all employees under his supervision with the evaluation procedures.

#### **B. Required Observations**

Every employee in the first two consecutive years of employment shall be observed and evaluated at least two times per year. All other employees will be evaluated at a minimum once every three years.

**The evaluation procedure shall include classroom and other building and site areas of visitations by the administrative staff of the school district.**

**C. Other Observations**

**A teacher may request an observation and the administrative staff may observe an employee for the purpose of re-evaluation.**

**D. Knowledge of Observations and Purpose**

**The first classroom observation of each school term shall be conducted with the full knowledge of the employee and for the purpose of improving educational performance.**

**The school inter-com devices shall not be used for observation purposes.**

**E. Formal Evaluation Procedures**

**The appropriate principal shall evaluate each employee formally in writing. Such evaluation shall be based upon the criteria established by the administration and known by the employees.**

**1. Pre-evaluation Conference**

**A pre-evaluation conference, if deemed necessary, will be held between the appropriate principal and employee prior to the first evaluation of each school term. The purpose of the conference will be for the mutual exchange of information pertinent to the forthcoming evaluation.**

**2. Length**

**Each formal written evaluation shall be preceded by at least one classroom observation.**

**3. Conference and Copy**

**The written evaluation signed by the observing supervisor, shall be presented to the employee at a conference held within four (4) school days following the classroom observation; unless illness or other unforeseen circumstances make this impossible. The employee shall acknowledge such presentation by signing the document. The employee's signature does not necessarily imply approval. If the time limits are not met, no written evaluation shall result from this observation unless mutually agreed upon. The evaluated personnel will have the right to discuss the appraisal with the supervisor and**

the right to make answer to any part of such report. At any time, not later than one week, after such presentation, the employee may respond in writing to the written evaluation. Such written response shall be signed by the employee and supervisor. The supervisor's signature does not necessarily imply approval, but receipt of response. This response shall be attached to the written evaluation and placed in the employee's personnel file.

**F. Remediation**

In the event a teacher receives a less than satisfactory rating on the evaluation, the supervisor shall provide the employee with written assistance. Following remediation, re-evaluation shall be accorded in compliance with this Article, as stated in Section C. Subsequent evaluation reports which fail to note the same specific deficiency (ies) shall be interpreted to mean adequate improvement has taken place.

**G. Personnel File Review**

Each employee shall have the right at any time to review the contents of his or her personnel file. A representative of the Association at the employee's request may accompany the employee in this review. Such review shall not include closed portions excluded by law.

The Board or its administrative representative, including building principals, shall not establish any separate personnel file which is not available for the employee's inspection.

Annually each employee may review the contents of his or her file with the building principal and delete materials no longer relevant. The relevancy of material to be determined by the building principal with the superintendent's approval.

**H. Personnel File Contents**

Each employee's personnel file shall contain the following:

1. Required medical information.
2. All teacher evaluation reports (formal and informal).
3. Copies of annual contracts.
4. Teaching certificates.
5. Copies of official personnel action.
6. Letters of commendation.
7. College placement materials, including official transcripts.
8. Any other material required by law.



The employee shall have the right to respond to any materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file. Such review shall not include closed portions excluded by law.

Any formal complaints directed toward any employee which are placed in his personnel file are to be promptly called to the teacher's attention in writing.

**I. Personnel File Reproduction**

The employee shall have the right to reproduce any of the contents of his file, when consistent with the law.

In addition, except by order of a court of competent jurisdiction, evaluation documents and responses thereto shall be available only to evaluated employees, the Association with written consent of the employee, the Board, the Administrative staff making the evaluation, the State Board of Education, the Superintendent of Schools, and other persons specified by the employee in writing to the superintendent or his designated representative.

**J. Commendations**

An employee may have any evidence of competence, professionalism, or outstanding performance or service he chooses placed in his personnel file.

**ARTICLE 12**

**TRANSFERS**

**Definition:** A transfer shall be considered to be the movement of an employee to a different building.

**A. Voluntary Transfer**

The notification of a vacancy shall be posted in each building when the vacancy occurs during the school term. When the vacancy occurs during an extended recess or vacation, the notification shall be telephoned or sent to those employees having expressed written interest in such a position before the vacation. All notifications shall be made within five (5) days of knowledge of the vacancy.

**B. Involuntary Transfers**

All employees shall be given written notice of an involuntary transfer as soon as possible. In no event shall changes in the employee's assignments be made later than sixty (60) calendar days preceding the commencement of the next school term unless an emergency situation exists. In the event of such emergency, the employee shall be notified and the employee be allowed to resign if such a change is not acceptable to him.

If a transfer of an employee is objectionable to the employee, the employee shall have ten (10) calendar days from receipt of notice of intent to transfer to reply in writing stating his position on the assignment change. The superintendent shall reply in writing and state his position no later than ten (10) calendar days after receipt of the employee's notice.

No involuntary transfer shall be made for arbitrary or capricious reasons or when a qualified volunteer is available.

- C. The final decision in cases of transfer will rest with the superintendent.
- D. A change in grade level or subject area assignment, although not a transfer as defined above, shall require that the teacher be notified forty-five (45) calendar days preceding the commencement of the next school term unless an emergency situation exists.

**ARTICLE 13**

**SICK LEAVE**

**A. Accumulate Benefits**

As of the 1981-82 school year, all employees shall each year be entitled to the scheduled sick leave benefits as of the first official day of said school year. Unused sick leave days shall accumulate with a maximum limit being 110 days per employee.

The first year of employment.....	10 days
second.....	11 days
third.....	12 days
fourth.....	13 days
fifth.....	14 days
sixth.....	15 days

The employer may request medical proof from an employee absent for more than five (5) consecutive days due to personal illness or injury prior to the employee receiving pay for sick leave. In addition, the employer may, in any case, request medical proof if, in the employer's discretion, the employer deems absences excessive or if the employer has a question as to the validity of the request for sick leave. A physician chosen by the employer may review the employee's medical proof at the employer's expense.

Each employee will be able to use up to seven (7) days per year of his or her sick leave to attend to an ill or injured parent, spouse, child, brother, sister, grandparent or grandchild. Spousal relations shall be considered the same as the employee's.

**B. Notification of Accumulation**

Employees shall be given an annual written accounting of accumulated sick leave days and shall have ten days to reply in writing to said report. Any employee may check the information verbally when they deem it necessary.

**C. Job Related Illness or Injury**

The Board shall carry statutory Workmen's Compensation Insurance. However, no teacher shall be entitled double recovery for any insurance benefits. Time lost due to job related injury or illness shall not cause a reduction in the employee's sick leave benefits.

**ARTICLE 14**

**TEMPORARY LEAVES OF ABSENCE**

**A. Paid Leave**

**1. Personal**

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business.

- a. Personal days shall accumulate to four (4) days and two (2) of these days may be used on consecutive school days.

- b. During the first and last weeks of school and the day before or after a holiday, no more than two (2) employees per building or eight (8) employees per district, may use this leave.**

**Exception to paragraph b may be made at the discretion of the Superintendent.**

**A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day shall notify his principal at least two (2) days in advance, except in cases of emergencies.**

## **2. Professional**

**At the beginning of every school year, each employee shall be credited with unlimited days to be used for the employee's professional leave. Professional leave days may be used for any educational purpose with the approval of the appropriate administrator. The employee planning to use a professional leave day shall notify his principal at least one week in advance of his absence. Professional days shall be used for the purpose of:**

- a. Visitation to view other instructional techniques or programs.**
- b. Conferences, workshops, seminars or other educational activities conducted by colleges, universities or other educational institutions or organizations.**

## **3. Bereavement**

**Up to ten (10) days of leave per year shall be granted in the event of the death of an employee's parent, spouse or child. Up to four (4) days leave per year shall be granted in the event of the death of an employee's brother, sister, father-in-law, mother-in-law, grandparents and any other member living in the immediate household. In the event of the death of an employee or student in the Battle Creek-Ida Grove Community School District, the principal or immediate supervisor of said employee or student shall grant an appropriate number of employees sufficient time to attend the funeral. Two additional days of unpaid leave are available to the employee.**

**Two (2) additional days shall be granted upon notification of the appropriate supervisor of the death of a close friend or relative outside the employee's immediate family as defined above. Thirteen**

**(13) will be the maximum number of bereavement days (11 paid , 2 unpaid).**

**4. Selective Service Physical**

**Employees called for selective service physical examination shall be excused without loss of pay for such purposes.**

**5. Jury**

**All employees in the school system will be excused for jury duty with pay. Any additional fees or remuneration the employee received during such leave will be turned over to the District.**

**6. Legal**

**Any employee subpoenaed to appear as a witness in a matter under consideration by any Iowa or Federal District, Supreme, or Appeals Court, shall be granted such time with pay. Any additional fees or remuneration the employee receives during such leave will be turned over to the District.**

**7. Other temporary leaves of absence with pay may be granted in writing by the superintendent with Board approval. The Board decision being non-grievable.**

**8. Up to fifteen (15) days of leave per year total will be granted to the bargaining unit to be used at the discretion of the Association for the purpose of emergency leave. This leave shall be non-cumulative. Any days for this leave will be with full pay.**

**ARTICLE 15**

**EXTENDED LEAVES OF ABSENCE**

**A. Extended Leave due to illness of self or family member, maternity or adoption leave are covered under Family Medical Leave Act of 1993 (FMLA). Federal Register / Vol. 58, / Friday, June 4, 1993 / Rules & Regulations 31839 Appendix C to Part 825 -- Notice to Employees Under FMLA**

**The Board agrees to continue all school-paid fringe benefits provided by this agreement for duration of the leave if the insurance company permits.**

**When an employee provides a physician's statement that he can perform normal contractual duties, he will assume said duties for the above stated contract year.**

**B. Extension Without Pay**

Extended leave without pay for up to one year shall be granted upon the request of the employee and with physician's statement indicating reasons for need of said extension.

Except as otherwise required by law, employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the insurance carrier, via the Board. Payment must be received prior to the monthly payroll date.

**C. Military**

Leave of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave as provided in Chapter 29A of the Code of Iowa.

On completion of such military service, the employee shall be entitled to resume the position formerly held without loss of salary or benefits that would have been received had such leave not been taken. Any employee whose military leave exceeds a continuous period of six (6) months shall make application for reinstatement to the superintendent or his designated representative and return to employment within ninety (90) days after termination of such military service.

**D. Educational Improvement**

A leave of absence without pay of up to one (1) year and with the approval of the Board shall be granted to any employee, upon application for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the employee shall be placed at the appropriate position on the salary schedule.

**ARTICLE 16**

**EMPLOYEE WORK YEAR**

**A. In-School Work Year**

1. The in-school work year for employees contracted on a normal

continuing contract basis shall not exceed one hundred and ninety (190) days.

**2. Extended Contracts**

The in-school work year of employees on an extended contract shall be agreed upon by the employee and the Board.

**3. Definition of In-School Work Year**

The in-school work year shall include days when pupils are in legal attendance, orientation days, and any other days on which employee attendance is required by the Board.

**4. School Calendar**

The school calendar may be extended to one hundred eighty-two (182) days, with the additional two (2) days to be paid to each teacher at the individual teacher's per diem rate. If this occurs, the teacher's contracts will be extended to one hundred ninety-two (192) days.

**B. Holidays**

The regular and extended contract of employees shall include Labor Day, Thanksgiving, Christmas, New Years and Memorial Day. No employee shall be required to perform duties on any of the above holidays.

**C. School Calendar**

A committee composed of the Superintendent, Principals and a teacher from each building and selected by the Association shall prepare calendars for the following school year and present these to the Board of Education for adoption. The Board reserves the right for final adoption of the calendar to be in effect.

**D. Vacations**

Thanksgiving: Thanksgiving Friday

Christmas: At least seven (7) days contiguous to Christmas

Any vacation days excluding Thanksgiving and Christmas that are granted in addition to the above may be used for make up days.

## **ARTICLE 17**

### **EMPLOYEE HOURS AND ASSIGNMENTS**

#### **A. Workday**

##### **1. Length of the Day**

In-school work day shall be from 8:00 A.M. to 4:00 P.M.  
These hours will be varied to accommodate parent-teacher conferences.

##### **2. Arrival and Dismissal Time**

On Friday, days teachers are required to return to school, or on days preceding holidays or vacations, the employee's day shall end at the close of the pupils' day.

#### **B. Assignment of Employees**

Each employee shall be given written notice of his salary schedule placement, class and subject assignment as soon as possible for the forthcoming year but the Board shall have the right to change said assignments under unusual circumstances. As soon as possible the Board or designee will notify the teacher of any change.

#### **C. Lunch Periods**

##### **1. Grade Level and Other**

Employees shall have a daily lunch period of at least twenty-five (25) minutes.

##### **2. Leaving the Building**

Employees may leave the building during their scheduled lunch periods and during their preparation time with approval from the office.

#### **D. Meetings**

Employees may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending faculty or other professional meetings one (1) day each month unless engaged in other assigned duties. Such meetings shall begin no later than ten (10) minutes after the end of the work day and shall run no later than 4:30 p.m., unless mutually agreed upon. Meetings shall not be



called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

**E. Field Trips**

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the employees participating in them. Written permission for field trips shall be obtained from the superintendent to guarantee insurance coverage as a school sponsored activity.

**ARTICLE 18  
REDUCTION AND REALIGNMENT**

**A. Coverage**

All certified personnel.

**B. Termination or Demotion**

When one or more teachers are to be terminated or demoted, those teachers in the school district in the curriculum area affected with emergency or temporary certification shall be terminated or demoted first unless the educational needs of the district requires their retention. Fully certified teachers in the curriculum areas affected and with the least continuous length of service, with the Battle Creek-Ida Grove Community School District, from his/her latest date of employment shall be terminated or demoted second. If the teacher designated for termination or demotion has taught in another curriculum area in the Battle Creek-Ida Grove Community School District within the past three (3) years the teacher with the least continuous length of service in the District within that curriculum area shall be terminated or demoted. In those situations where seniority cannot be the sole criterion for termination or demotion, certification, approval area and/or evaluations shall be considered. In case equal criteria as listed above, the employee with the lower last four digits of their Social Security Number will be deemed to have more continuous length of service. Extra duty assignments shall not be given preference above seniority rights, approval areas, or evaluations.

Length of service with the school district will be counted from the first day of the school calendar year for which the employee was hired. Employees who work half-time or more shall receive full year seniority for each year of continuous service with the school district. Seniority will continue to accrue during all paid leaves of absence.

Seniority will not be broken by the year layoff recall period, unpaid leaves of absence, or by employment by the board in a position outside the bargaining unit, but such time will not be counted in computing seniority.

**C. Recall Rights**

Any teacher who resigns upon request for reasons of staff reduction or realignment or is terminated or demoted under Section 279.13 (continuing contract law) for these reasons shall be accorded the recall rights for one (1) year from the effective date of his termination or demotion. The teacher will have recall rights to any position for which he is certified at the time of the announcement of the vacancy. The teacher shall be recalled to available positions in such professional categories in reverse order of termination or demotion. The teacher must send a letter of intent by March 1, expressing interest in employment, if said position becomes available. The Board shall annually provide the association with a current list of those who have retained such recall rights provided by this policy.

**D. Notification**

The administration shall provide written notice to the local association, and to each teacher who may be reduced or have their contract not renewed and affected by reduction or realignment, and written reasons thereto, no later than March 15 of the school year. Such notice shall include specific written reasons for reduction or realignment of staff.

**ARTICLE 19**

**HEALTH PROVISIONS**

Except for the initial examination required for a new employee to begin employment, the Board shall pay up to \$35.00 for any physical examination required by the Board or by law for employees covered by this contract. Physical examinations shall be performed by a licensed physician of the employee's choice. All reports on physical examinations shall be limited to a statement that the employee is capable of performing his or her contracted duties.

Personnel whose medical well-being may be in doubt to satisfactorily perform contracted duties may be required by the Board of Education to submit themselves for a medical examination by a physician designated by the Board. The cost incurred from said examination shall be borne by the Board of Education.

## **ARTICLE 20**

### **SAFETY PROVISIONS**

#### **A. Safety Procedures**

The employer shall provide and maintain a safe place of employment. All employees shall endeavor in the course of performing the professional duties associated with their employment to be alert to unsafe practices, equipment or conditions and to report any such unsafe practices, equipment or conditions to their immediate supervisor.

#### **B. Protective Devices**

The Board shall provide such special clothing, equipment and devices as may be needed by the employee to perform assigned duties in a safe manner. All such items shall be provided without charge to the employee.

#### **C. Emergency Evacuations**

In the event that a building of the Battle Creek-Ida Grove Community School District is placed under jurisdiction other than its duly appointed and authorized, professional staff for the purpose of emergency evacuation, no staff member covered by this Master Contract Agreement, whose assignment is in that building shall be required by the Board of Education or the administration of the Battle Creek-Ida Grove Community School District any services above and beyond determining that all students under his/her immediate supervision have been safely evacuated.

#### **D. Emergency Transportation**

The Board shall provide a vehicle and a driver or non-owned automobile liability insurance for use of personal car for the transportation of ill or injured students from school to home during the course of the school day as allowed by the school insurance carrier.

#### **E. Bomb Search**

No employee shall be asked or required to search for a bomb.

## **ARTICLE 21**

### **WAGES AND SALARIES**

#### **A. Schedule**

The salary of each employee by the regular salary schedule is set forth in Schedule C, which is attached hereto and made a part hereof.

#### **B. Placement on Salary Schedule**

##### **1. Adjustment to Salary Schedule**

Each employee shall be placed on his proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below. Any employee hired prior to January 15 for the remainder of the year shall be given full credit for one (1) year of service toward the next increment step for the following year.

##### **2. Credit for Experience**

Full credit shall be given for up to ten (10) years previous outside teaching experience in a duly accredited school upon initial employment. The Board reserves the right in case of emergency to place a new employee on the salary schedule as necessity dictates.

#### **C. Advancement on the Salary Schedule**

##### **1. Increments**

Employees on the regular salary schedule shall be granted an increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.

A year of service consists of employment in the Battle Creek-Ida Grove Community School District for ninety (90) teaching days or more in one school year.

##### **2. Educational Lanes**

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another he shall report additional educational credit to the superintendent before or on the first school workshop day. Transcript is required when available.

**D. Method of Payment**

**1. Pay Periods**

Each employee shall be paid in twelve (12) equal installments on the 17th day of each month. Employees shall receive their checks at their regular building and on regular contract days unless otherwise designated by the teacher.

**2. Exceptions**

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day unless beyond the control of the school district.

**E. Extra Assignment and Extended Contract Rate**

The salary schedule is based upon the regular employee work year as set forth in this agreement. Any employee whose assignment exceeds the regular employee work year will be additionally compensated as follows: Those working beyond the 190 days specified in the standard teacher contract will be paid on a per diem rate as follows:

Contracted salary divided by the number of teacher days (190) times the number of days beyond the 190.

Salary divided by 190 days X additional days past 190 = Additional Pay

**ARTICLE 22**

**SUPPLEMENTAL PAY**

**A. Extra-Curricular Activities**

**1. Approved Activities**

The Board and the Association agree that the extra-curricular activities listed in Schedule D are official school-sponsored activities covered by school insurance.

**2. Rates of Pay**

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated

according to the rate of pay or other stipulations in Schedule D which is attached hereto and made a part hereof.

**B. Expenses of Traveling Employees**

1. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate to be set by the Board, not to exceed the applicable federal rate, for all driving done after arrival at the first duty location at the beginning of their work day and before departure at the end of their duty hours.
2. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide adequate liability insurance protection for employees when their personal automobiles are used as provided in this section.
3. No employee shall be assigned a traveling position as a means of reprimand.

**INSURANCES**

**A. Types**

The Board agrees to provide all employees the following insurance protection. Employees who elect not to participate in this insurance program must meet all requirements established by the carrier.

**1. Health and Major Medical**

If the employee does not elect to the contrary, the Board shall pay the employee 99% of the cost of the COPAY 1000 health and major medical insurance plan. Employees hired after the 2001-02 school year shall be required to take single insurance. Employees who are currently taking cash in lieu of single insurance may continue to do so at 90% of the single rate of the COPAY 1000 coverage offered by the District. Employees who are not taking cash in lieu of single insurance may not elect cash. In the event the District offers more than one health plan, the employee may elect the plan of their choice. If a plan chosen has a single premium below the 99% of the COPAY 1000, the difference may be applied to the family portion of the premium. No cash difference will be paid. The District will reimburse only for in network deductibles and only in network out of pocket expense for those employees listed on the Old Insurance

**Verbal Agreement. All offerings are subject to insurance company rules. Employees who do not elect health and major medical insurance are subject to insurance company requirements before changing their election.**

**2. School Liability**

**All employees shall be covered by a school financed liability insurance covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board paid auto liability insurance.**

- 3. The Board will provide disability insurance covering employees from a carrier to be selected by the Board with coverage not less than 60 percent of employee's monthly salary with a three (3) month qualifying period.**
- 4. The Board will provide term life insurance for employees from a carrier to be selected by the Board with coverage to be in the amount of \$20,000.**

**B. Coverage**

**The Board provided insurance programs shall be for twelve (12) consecutive months, beginning September 1 and ending August 31.**

**Employees new to the district shall be covered by Board provided insurance no later than the first day of the next month after initial employment.**

**C. Description**

**The Board shall provide each employee a description of the Insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above.**

**The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.**

**D. Continuation**

**In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year.**

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Except as otherwise required by law, employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the insurance carrier, via the Board. Payment must be received prior to the monthly payroll date.

## **ARTICLE 24**

### **HF 499**

#### **PHASE I and II**

##### **A. Phase I**

Teachers who will have a regular teaching/regular year contract amount of less than \$23,000.00, will be additionally compensated, from Phase I funds, by an amount equal to the difference between \$23,000 and their regular teaching/regular year contract amount.

##### **B. Phase II**

In the event that Phase I funds available to the district give the appearance of being in excess of the amount necessary to pay all actual Phase I costs then an amount equivalent to this dollar figure shall be added to Phase II funds and shall be distributed accordingly.

##### **Distribution Formulas:**

**\$23,000.00 Teachers with Experience**

**Available dollars after FICA/IPERS**  
**.3 X Sum of percentages of base**

**All Other Teachers (excluding \$23,000.00 with No Experience)**

**Available dollars after FICA/IPERS**  
**% of Base X Sum of percentages of base**



## **COMPLIANCE CLAUSES AND DURATION**

### **A. Compliance between Individual Contracts and Comprehensive Agreement**

**Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.**

### **B. Separability**

**If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law and the Board and the Association shall mutually agree to delete or amend to comply with legal changes for said provision (s). All other provisions or applications shall continue in full force and effect.**

### **C. Printing Agreement**

**Copies of this agreement shall be printed by the Board after the agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed.**

### **D. Notices**

**Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed.**

- 1. If by Association, to Board at the home address of the Board President or a place designated.**
- 2. If by Board, to Association at the home address of the Association President or to place designated.**

### **E. Duration Period**

**This Agreement for Schedule C shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007, except as amended, modified or substituted under the procedures set forth in Procedure for Negotiations. This Agreement shall be effective for all other portions of**

this contract as of July 1, 2006 and shall continue in effect until June 30, 2007, except as amended, modified or substituted under the procedures set forth in Procedure for Negotiations.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 14th day of March, 2006.

**Battle Creek-Ida Grove Community School District**

**Education Association**

*Donna Poen*

By *Jina Krager*  
Its President

By *Dee Boger*  
Its Chief Negotiator

**Board of Education**

By *Luigi Scorsone*  
Its President

By *Russell S. Hanna*  
Its Chief Negotiator

## **SCHEDULE C SALARY SCHEDULE**

**The following salary schedule does not reflect Phase I and Phase II pay amounts in addition to the regular salary schedule amounts. This schedule will be adjusted to show the distribution of phase monies as per this agreement by the superintendent or designee and the teacher's negotiations chairman or designee after the first Phase I and II payment is received from the state. The following payroll will reflect the adjustment. Appropriate adjustments will be made on individual contracts and a schedule showing the phase distribution will be made available to teachers at that time or as soon as possible. Any actions and/or circumstances beyond the control of either party to this agreement that effect the amount of Phase I and/or Phase II funds available for distribution formulas identified elsewhere in this agreement.**

**The salary schedule for the school year 2006-07 is on following page.**

**The deadline for turning in medical claims for reimbursement for the 2006-07 school year dated 6-30-07 or prior is July 10, 2007. Claims turned in after these deadlines will not be reimbursed.**

Schedule C 2006-07						
Step	BA	BA + 12	BA + 24	MA	MA + 15	MA + 30
1	24,875	25,785	26,695	27,730	28,765	29,800
2	25,685	26,595	27,505	28,540	29,575	30,610
3	26,495	27,405	28,315	29,350	30,385	31,420
4	27,305	28,215	29,125	30,160	31,195	32,230
5	28,115	29,025	29,935	30,970	32,005	33,040
6	28,925	29,835	30,745	31,780	32,815	33,850
7	29,735	30,645	31,555	32,590	33,625	34,660
8	30,545	31,455	32,365	33,400	34,435	35,470
9	31,355	32,265	33,175	34,210	35,245	36,280
10	32,165	33,075	33,985	35,020	36,055	37,090
11	32,975	33,885	34,795	35,830	36,865	37,900
12	33,785	34,695	35,605	36,640	37,675	38,710
13		35,505	36,415	37,450	38,485	39,520
14		36,315	37,225	38,260	39,295	40,330
15			38,035	39,070	40,105	41,140
16				39,880	40,915	41,950
17				40,690	41,725	42,760
18					42,535	43,570

**Schedule D**  
**Extracurricular Activities**

**Academic Competitions:**

Mock Trial	\$800
Academic Competitions: Quiz Bowl	\$800

**Art Club:**

High School Art Club	\$700
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**Fine Arts:**

Director-Musical or 3 Act Play	\$1,000
Asst. Director-Musical or 3 Act Play	\$700
Pit Band Director-Musical	\$600
Accompanist-Musical	\$400
Speech	\$600

**Music:**

Vocal Music -- High School	\$1,850
Vocal Music -- Middle School	\$1,850
Instrumental Music -- High School	\$2,200
Instrumental Music -- Middle School	\$1,850

**Publications:**

Yearbook Sponsor	\$1,250
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**Sponsorship:**

Junior Class	\$950
National Honor Society	\$800
FLA	\$750

**Student Council:**

Student Council -- High School	\$900
Student Council -- Middle School	\$550

**Athletics**

**Athletic Director:**

Athletic Director -- High School	\$3,200
Athletic Director -- Middle School	\$1,800

**Baseball:**

Head High School Baseball	\$2,350
Asst. High School Baseball	\$1,650

**Basketball:**

Head High School Basketball-Girls	\$2,350
Asst. High School Basketball-Girls	\$1,650
Head 8th Grade Basketball-Girls	\$1,450
Head 7th Grade Basketball-Girls	\$1,450
Head High School Basketball-Boys	\$2,350
Asst. High School Basketball-Boys	\$1,650
Head 8th Grade Basketball-Boys	\$1,450
Head 7th Grade Basketball-Boys	\$1,450

**Cheerleaders/Drill Team:**

Cheerleaders -- High School	\$950
Drill Team	\$800

**Cross Country/Track:**

Cross Country	\$1,850
Head High School Track --Boys	\$2,350
Asst. High School Track --Boys	\$1,650
Head High School Track --Girls	\$2,350
Asst. High School Track --Girls	\$1,650
Head Middle School Track --Boys	\$1,450
Asst. Middle School Track --Boys	\$1,150
Head Middle School Track --Girls	\$1,450
Asst. Middle School Track --Girls	\$1,150

**Football:**

Head High School Football	\$2,350
Asst. High School Football	\$1,650
Head Middle School Football	\$1,450
Asst. Middle School Football	\$1,150

**Golf:**

High School Golf	\$1,850
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**Softball:**

Head High School Softball	\$2,350
Asst. High School Softball	\$1,650

**Volleyball:**

Head High School Volleyball	\$2,350
Asst. High School Volleyball	\$1,650
Head 8th Grade Volleyball	\$1,450
Head 7th Grade Volleyball	\$1,450

**Weight Training:**

Weight Training	\$1,850
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**Wrestling:**

Head High School Wrestling	\$2,350
Asst. High School Wrestling	\$1,650
Head Middle School Wrestling	\$1,450
Asst. Middle School Wrestling	\$1,150

Sixty-five dollars (\$65.00) per year will be added to the Schedule D Base for each year of experience in that activity at BCIG, starting with the 1999-2000 school year. Experience shall carry from one position to another within a category (Example of category: Wrestling) when an employee is moving from one position to another. Experience does not carry from one to another when an employee is simply adding a new position to a current position within the category.